

**EXHIBIT "D"**

1 **15.4. Exclusive Uses.**

2 Landlord shall obtain letters waiving in favor of Tenant the exclusive use restrictions set  
3 forth in Landlord's leases with The Sports Authority, Bed Bath and Beyond, and Chair King, which  
4 waiver letters shall be attached as **Exhibits H-1, H-2 and H-3** to this Lease, respectively. Tenant  
5 shall not use the Store for any use which is listed on **Exhibit H**, as modified by **Exhibits H-1, H-2**  
6 **and H-3** (the "Exclusive Use"), so long as the Exclusive Use is in existence in the Shopping Center.  
7 Any exclusive granted by Landlord which is not listed on **Exhibit H** (the "Unauthorized  
8 Exclusive") shall be null and void as against Tenant and any assignee or sublessee of Tenant.  
9 Landlord shall indemnify, defend and hold harmless Tenant and any assignee or sublessee against  
10 any and all claims by any other occupant of the Shopping Center that Tenant and/or an assignee or  
11 sublessee has violated an Unauthorized Exclusive. Landlord agrees that the sale of the Office Max  
12 exclusive items described in subparagraph (a) of Section 21 of the Office Max lease (as excerpted on  
13 **Exhibit H** to this Lease) by Tenant shall be included within the Five Thousand (5,000) square foot  
14 aggregate cap on the sale of such items in the Shopping Center.

15 **15.5. Other Exclusives Not Binding on Tenant.**

16 Except for those Exclusive Uses specifically set forth in **Exhibit H**, as modified by  
17 **Exhibits H-1, H-2, and H-3** neither Tenant nor any Related Party nor any of its subtenants,  
18 licensees, assignees, or other Transferees, or the use of the Store shall be subject to any exclusives or  
19 restrictions granted to or for the benefit of any other tenants or occupants in the Shopping Center  
20 or on any Outparcel or adjacent parcel owned by Landlord. Except for those Exclusive Uses  
21 specifically set forth in **Exhibit H**, Landlord agrees that it has not entered into a lease or other  
22 occupancy agreement with nor shall it lease to or permit occupancy in the Shopping Center by any  
23 tenant, subtenant, assignee or other occupant, which has imposed or proposes to impose a  
24 restriction on Tenant or Tenant's business. Landlord shall hold Tenant harmless from any claims or  
25 damages suffered or claimed to be suffered by Tenant as a result of any breach or alleged breach of  
26 Landlord's representation and warranty set forth in this Section 15.5.

27 **16. SURRENDER**

28 **16.1. Condition of Premises.**

29 Upon the expiration or earlier termination of this Lease, Tenant shall surrender possession  
30 of the Store to Landlord in broom clean condition, and in good order and repair, reasonable wear  
31 and tear and damage by Casualty or condemnation excepted, and with all of Tenant's alterations and  
32 leasehold improvements in place. Tenant may remove from the Store Tenant's furniture, fixtures,  
33 equipment and personal property. However, Tenant shall have no obligation to remove from the  
34 Store or to demolish any alterations or leasehold improvements made to the Store nor to restore the  
35 Store to its condition prior to Tenant's use and occupancy thereof.

36 **16.2. Continuance of Possession.**

37 If Tenant shall remain in possession of the Store or any portion thereof after the expiration  
38 of the Term, then in the absence of an agreement in writing between the parties, Tenant shall be  
39 deemed a tenant at sufferance until acceptance of Rent by Landlord, at which time, Tenant shall